

MASTER INTERIOR DESIGNER AGREEMENT

This Master Interior Designer Agreement (“**Agreement**”) is entered into on this ____ day of _____, 20

BETWEEN

Marvello Origin Works Limited,

a company incorporated under the Companies Act, 2013,
having its registered office at Poha, Karanja (Lad), Washim, Maharashtra State, 444105,
hereinafter referred to as “**Marvello**” (which expression shall include its successors and assigns),

AND

_____,
an interior design company / firm / LLP,
having its registered office at _____,
hereinafter referred to as “**Interior Designer**” (which expression shall include its successors and permitted assigns).

Marvello and the Interior Designer are individually referred to as a “**Party**” and collectively as the “**Parties**”.

1. PURPOSE OF AGREEMENT

1.1 Marvello is engaged in developing **premium, scalable retail showrooms** across multiple cities in India.

1.2 The Interior Designer is engaged in the business of providing interior design and execution services.

1.3 This Agreement establishes a **common master framework** governing all interior design engagements between Marvello and the Interior Designer.

1.4 Specific projects, locations, commercials, and timelines shall be governed through **separate Scope of Work (SOW) / Work Orders**, executed under this Agreement.

2. APPOINTMENT

2.1 Marvello hereby appoints the Interior Designer as a **non-exclusive interior design partner**, subject to the terms of this Agreement.

2.2 This Agreement does **not** guarantee any minimum number of projects.

2.3 Each showroom assignment shall commence only upon issuance of a written SOW or Work Order by Marvello.

3. SCOPE OF SERVICES

3.1 The Interior Designer shall provide services including but not limited to:

- Space planning & layout design
- 2D drawings, 3D views, and working drawings
- BOQ preparation
- Vendor coordination (where applicable)
- Site supervision
- Final handover

3.2 The Interior Designer shall strictly comply with **Marvello Interior Design Standards**, including but not limited to:

- Space Planning & Layout
- Rack & Display Infrastructure
- Lighting Design
- Material & Finishes
- Ceiling & Electrical Planning
- Visual Merchandising & Signage
- Billing & Customer Service Areas
- Trial / Experience Areas
- Storage & Backend Planning
- Technology & Surveillance
- Pantry & Staff Areas
- Photography / Content Creation Room
- Safety, Compliance & Durability
- Scalability & Replication Readiness

3.3 All standards shall be provided as an **Annexure** and form an integral part of this Agreement.

4. DESIGN COMPLIANCE & APPROVAL

4.1 All designs, drawings, layouts, and specifications are subject to **prior written approval by Marvello**.

4.2 No deviation from approved designs or standards shall be permitted without Marvello's written consent.

4.3 Marvello reserves the right to reject or demand revisions without additional cost.

5. COMMERCIALS & PAYMENT

5.1 Commercial terms shall be defined in individual SOWs or Work Orders.

5.2 No additional cost shall be payable unless:

- Approved in writing by Marvello in advance
- 5.3 Delays, rework, or errors attributable to the Interior Designer shall not be chargeable to Marvello.
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6. INTELLECTUAL PROPERTY RIGHTS

6.1 All designs, drawings, concepts, layouts, modules, SOPs, and documentation created under this Agreement shall be the **exclusive intellectual property of Marvello**.

6.2 The Interior Designer shall have **no right to reuse, replicate, license, or showcase** Marvello designs for any third party.

6.3 These IP rights shall survive termination of this Agreement.

7. CONFIDENTIALITY & NON-DISCLOSURE

7.1 The Interior Designer shall maintain strict confidentiality regarding:

- Marvello's business model
- Cost structures
- Vendor details
- Expansion plans
- Design standards

7.2 This obligation shall survive for **5 years** after termination.

8. NON-COMPETE & NON-CIRCUMVENTION

8.1 The Interior Designer shall not:

- Replicate Marvello's retail design model for competitors
- Pitch similar designs to competing retail infrastructure businesses
- Bypass Marvello to deal directly with its vendors or partners

8.2 This clause shall apply during the term and for **2 years post-termination**.

9. TIMELINES & DELAYS

- 9.1 The Interior Designer shall strictly adhere to timelines defined in the SOW.
- 9.2 Delays caused due to the Interior Designer shall attract penalties as specified in the SOW.
- 9.3 Time is of the **essence** of this Agreement.
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10. QUALITY, SAFETY & COMPLIANCE

10.1 The Interior Designer shall ensure:

- Over-engineered safety standards
- Fire safety compliance
- Emergency exit planning
- Electrical and structural safety

10.2 Compliance responsibility is **joint**, however design liability rests with the Interior Designer.

11. DEFECT LIABILITY

11.1 The Interior Designer shall be responsible for defects arising due to:

- Design failure
- Specification errors
- Poor coordination

11.2 Defects shall be rectified at the Interior Designer's cost during the defect liability period defined in the SOW.

12. TERMINATION

12.1 Marvello may terminate this Agreement:

- With immediate effect for breach, misconduct, or non-performance
- Without cause by giving ____ days' notice

12.2 Upon termination:

- All documents and designs shall be handed over to Marvello
 - No IP rights shall vest with the Interior Designer
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13. INDEMNITY

13.1 The Interior Designer shall indemnify Marvello against:

- Design failures
 - Statutory non-compliance
 - Third-party claims arising from negligence
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14. GOVERNING LAW & JURISDICTION

14.1 This Agreement shall be governed by the laws of India.

14.2 Courts at **[City chosen by Marvello]** shall have exclusive jurisdiction.

15. MISCELLANEOUS

- This Agreement constitutes the entire understanding between the Parties
 - Amendments must be in writing
 - Assignment by the Interior Designer is prohibited without Marvello's consent
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SIGNATURES

For **Marvello Origin Works Limited**

Name: _____

Designation: _____

For **Interior Designer**

Name: _____

Designation: _____

Signature: _____

Date: _____